

CONTRACT AWARD		STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		CONTRACT AWARD NUMBER	
				1607109	
ORDERING DEPARTMENT		COMMODITY CODE		DATE OF CONTRACT	
HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		NUMBER & PERIOD OF RENEWAL OPTIONS NONE		PR NO./DATE ASSIGNED	
		DATE INITIAL CONTRACT BEGINS 10/2/06		DATE INITIAL CONTRACT ENDS 10/1/09	
CONTRACTOR WESTERN PETERBILT, INC. ADDRESS 2756 COMMERCIAL DRIVE ANCHORAGE, AK 99501		GS VENDOR CODE:			
CONTACT NAME MITCH HATFIELD		ISSUED IN ACCORDANCE WITH BID # SEF- 1069 DATED: 10/2/06			
TELEPHONE NUMBER 276-2020 F: 276-2164		PRICE ADJ. REQ. PRIOR TO EACH RENEWAL N/A			
		CPI/PI BASE INDEX POINTS & MO/YR: N/A			
		REVIEW DATE: RENEWALS EXPIRE (MO/YR):			
		ESTIMATED VALUE OF INITIAL TERM: \$386,845.00 REBID:			
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
DESCRIPTION					
<p>3-YEAR CONTRACT TO PURCHASE WATER TANKER TRAILERS</p> <p>CONTRACTING OFFICER LYNDA SIMMONS</p> <p>PHONE: (907) 269-0791</p> <p><u>TABLE OF CONTENTS</u></p> <p><u>SECTION</u></p> <p>I. STANDARD TERMS & CONDITIONS</p> <p>II. SPECIAL TERMS & CONDITIONS</p> <p>III. PRICE SCHEDULE</p> <p>IV. SPECIFICATIONS</p>					
CONTRACTING AUTHORITY NAME & TITLE LYNDA SIMMONS, CONTRACTING OFFICER III				SIGNATURE	
TELEPHONE NO.: 907-269-0793 FAX NO.: 907-269-0801					
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					

SECTION I

STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible.
- 2.0 ALTERATIONS:** The contractor must obtain the written approval from the Officer prior to making any alterations to the specifications contained in this contract. The State will not pay for alterations that are not approved in advance and in writing by the Contracting Officer.
- 3.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 4.0 ASSIGNMENT:** A contractor may not assign any portion of a contract unless authorized in advance and in writing by the Contracting Officer.
- 5.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the contractor.
- 6.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 7.0 CONTRACT PERIOD:** From the date of award for three years (36 months). There are no options to renew.
- 8.0 DEFAULT:** In case of contractor default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors.
- 9.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and contractor's warranty obligations.
- 10.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Contracting Officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

11.0 DISPUTES: Any disputes arising out of this contract shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.

12.0 FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

13.0 HUMAN TRAFFICKING:

13.1 By signature on the ITB, the contractor certifies that:

13.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or

13.1.2 if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

13.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/

13.3 Failure to comply with this requirement will cause the state to cancel the contract.

13.4 This pertains to goods and services above \$50,000.00.

14.0 INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

15.0 INSPECTIONS: Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with contract specifications, the State may reject the goods and require the contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

16.0 INSURANCE:

- 16.1 Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 16.2 Proof of insurance is required for the following:
- 16.2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 16.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 16.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 16.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to cancel the contract.

17.0 ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

18.0 NEW EQUIPMENT: Equipment offered must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

19.0 PAYMENT: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt

of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

- 20.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract.
- 21.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 22.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 23.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 24.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 25.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a contractor shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 26.0 TAXES:** Prices quoted must be exclusive of federal, state, and local taxes. If the contractor believes that certain taxes are payable by the State, the contractor may list such taxes separately, directly below the price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 27.0 USE OF BRAND OR TRADE NAMES:** Brand or trade names used by the State in specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. The contractor may submit substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.
- 28.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with contract specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION II

SPECIAL TERMS AND CONDITIONS

NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a particular contract.

1.0 DELIVERY:

- 1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
 - 1.1.1 Dealer and vehicle identification.
 - 1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 1.1.4 Fuel tank shall be filled to at least register a minimum $\frac{1}{4}$ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 1.1.6 Units delivered in an incomplete state, or that have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 1.2 **Delivery Receipt:**
 - 1.2.1 A delivery receipt will be required for the delivered unit. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
 - 1.2.2 Contractors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.
 - 1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

2.0 LINE SHEETS/BILL OF MATERIALS:

- 2.1 It is required within 30 days after delivery that the contractor provide a comprehensive listing of all components used to assemble the unit.
- 2.2 This includes any components installed by the manufacturer or any subcontractor or the contractor.
- 2.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, plows, snow wings, belly blades, cranes, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
 - 2.3.1 On after-market items that are installed, part numbers with descriptions, such as, but not limited to hydraulic fittings, are to be provided.
- 2.4 A minimum of four (4) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point for all items purchased under this contract is the final destination as stated in Section III - Price Schedule. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The contractor is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to **\$25.00** per day multiplied by the number of days elapsing between the delivery date provided in the specifications and the date that conforming goods are delivered to the State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 WARRANTY:

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the contractor will provide a one-year (12-month) full (100%) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.

- 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
- 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 5.1.4 The contractor is responsible for all freight, transportation, and Per Diem. Per Diem and mileage will be paid at the applicable rate for State employees. Per Diem and mileage will commence when travel status begins and will continue until return travel status is completed. Air transportation will be reimbursed for actual cost for coach (economy class). The state will not pay a contractor's hourly shop rate during travel or Per Diem status.
- 5.1.5 If the state receives from any manufacturer or supplier additional or extended warranty on the whole or any component of the unit, in the form of time and/or mileage, including any pro rata arrangements, or the manufacturer generally extends to fleet customers a greater or extended warranty coverage, the state shall receive corresponding warranty benefits.

5.2 **General Warranty Requirements for all Equipment:**

5.2.1 **Warranty Exceptions:**

- 5.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.

5.2.2 **Warranty on Attachments:** Same as Standard Warranty Package.

5.2.3 **In-Service Date:**

- 5.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

5.2.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:** For the purpose of this contract, the contractor must meet the following applicable requirements:

5.2.4.1 Contractor must:

- 5.2.4.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS

08.66.090, when offering motor vehicles, trailers or semi-trailers, and;

5.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for the unit, a minimum of one year, and;

5.2.4.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, with an authorized warranty repair facility in **Anchorage and Fairbanks**, as a minimum.

5.2.4.2 The contractor, if appropriate, shall submit the name, address, Alaska business license of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 5.1 above. The contractor must also provide contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this ITB and verification that the work provided will maintain manufacturer's warranty requirements.

5.2.4.2.1 Approval of all subcontractors must have taken place prior to the bid opening.

5.2.4.2.2 The use of a subcontractor does not exclude the provisions as noted in paragraphs 5.2.4.1, and subsequent paragraphs, as requirements to the contractor.

5.2.5 **Warranty Claims:**

5.2.5.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.

5.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).

5.2.5.3 Failure to notify the State, that the vendor intends to begin to perform warranty work promptly under this paragraph, by the

end of the business day following the states notification that work is required to be performed, is considered a contractual breach.

5.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be **\$81.00** per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.

5.2.7 **Factory Recall:**

5.2.7.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from whom purchased.

5.2.8 **Hazardous Material:**

5.2.8.1 Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, effective immediately no vendors will be allowed to use the State of Alaska rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

6.0 REPAIR ORDERS AND DOCUMENTATION:

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

7.0 PUBLICATIONS:

7.1 Publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

7.1.1 All manuals are to be pre-assembled in factory binders prior to delivery.

7.1.2 Compact discs are acceptable in lieu of paper for service and parts manuals.

7.2 **Service Manuals:**

7.2.1 Complete set(s) (compact disc or books) to include applicable information covering prime unit and attachments:

7.2.2 Body, chassis, and electrical

7.2.3 Engine, transmission, and differential(s) (service and rebuild)

7.2.4 Electrical and Vacuum troubleshooting

7.2.5 Wiring diagrams

7.2.6 Service specifications

7.2.7 Engine/emission diagnosis

7.3 **Parts Manuals:**

7.3.1 Complete set(s) (compact disc or paper books) including all updates. If updates are not provided during the two-year warranty period, the State will order them from the manufacturer and bill the contractor for the full cost, including shipping.

7.3.2 Parts manuals are to be customized by serial number.

7.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

7.5 **Quantities:** As per Section III - Price Schedule.

7.6 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

7.7 **Service Bulletins, Etc.:** The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

8.0 **STATEMENT OF ORIGIN:** The contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #311
Anchorage, Alaska 99508

9.0 **WEIGHT VERIFICATION SLIPS:** If required in the Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

10.0 INSPECTIONS:

- 10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:
 - 10.1.1 Repair or replace at contractor's expense, any or all of the damaged goods,
 - 10.1.2 refund the price of any or all of the damaged goods, or
 - 10.1.3 accept the return of any or all of the damaged goods.
- 10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

11.0 PRICE:

- 11.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
 - 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
 - 11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 11.4 **Price Decreases:** During the period of the contract, the contractor must pass on to the state all price decreases, such as fleet rebates. A contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

12.0 COOPERATIVE PURCHASING:

- 12.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.
- 12.2 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.
- 12.3 The contractor shall charge, and subsequently reimburse to the State after receipt and payment by purchaser, a users fee of 2% or \$1,000.00, whichever is less, for each unit ordered by a qualifying political subdivision. Any administrative fee resulting to the contractor in fulfillment of this requirement must be included in the price of the offered unit.

13.0 MANUFACTURER'S REBATE (INCENTIVES): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

14.0 REPLACEMENT PARTS:

- 14.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their **Anchorage and Fairbanks** (as a minimum Alaska location) authorized warranty facility within seven (7) days of order. All other parts must be available within ten (10) working days.
- 14.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be apprised at time of original orders as to the expected delay in delivery.
- 14.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
 - 14.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
 - 14.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
 - 14.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

15.0 BRAND NAME SPECIFICATION: For purposes of this contract, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.

16.0 ADDITIONS OR DELETIONS: The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or

deletions will be documented via mutual agreement, will be at prices consistent with the original contract price margins, and will be evidenced by issuance of a written contract change notice from the Contracting Officer.

17.0 CONTRACT ADMINISTRATION: The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

18.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

- 18.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 18.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.
- 18.3 **Absence of such certification, any claim of confidentiality will be ignored, and the contractor may not hold any reasonable expectation of confidentiality.**
- 18.4 Any information so certified will be held confidential so long as the Contracting Officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 18.5 By submission of a bid, the offeror consents to the Contracting Officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the Officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 18.6 A certified assertion of confidentiality in which the Contracting Officer concurs, with respect to information the Contracting Officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

SECTION III

PRICE SCHEDULE

Lot #1

Item #	Unit	Description	\$ Amount
1a	1 ea.	8,000 Gallon Water Tanker Trailer Warranty as per Section III – Special Terms and Conditions. Per specification # 633-8K contained herein. State Class # 633 Year, Make & Model Offered: <u>2007 WEST MARK ECLMB</u> FOB Point: SEF Equipment Maintenance 4801 Boniface Parkway Anchorage, Alaska Required Delivery: Not later than 210 days ARO. Offered Delivered Time: <u>210</u> Days ARO. Weight Scale ticket, as per Spec Item 4.1 is to be provided. Publications: Two (2) sets, as per Spec Item 4.5 are to be provided.	<u>\$77,369.00</u>

SECTION IV

SPECIFICATIONS

Specification #633-8K
8,000 Gallon Water Tanker Trailer
August 17, 2006

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current production model and design, 8,000 gallon capacity, tanker trailer, complete with aluminum tank, 5th wheel hitch, tandem axles, and dual tires.

Unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, and CFR. **When loaded, the unit must not exceed the manufacturer's weight rating of the vehicle at any tire or axle position.**

The maximum allowable weight that the loaded (full capacity on level ground) tanker trailer may have on the tractor's 5th wheel is 36,000 pounds.

Unit shall include all standard equipment and accessories as advertised in the manufacturer's specification sheet of model offered, unless otherwise specified herein.

APPLICATION:

General hauling and distributing of water on gravel roads within the State of Alaska. Terrain and weather conditions may vary.

DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure describing the units is to be provided.

In addition, specifications marked with an asterisk (*) require supporting documentation, which indicates specifically what the contractor intends to supply in regard to said items and/or how specifications will be met. **In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information.** The area behind the asterisked item refers to a product brochure, manufacturer's technical data sheet, or letter of clarification, which indicates specifically what the contractor intend to supply in regard to said items and/or how specifications are met.

TYPICAL UNITS:

ETNYRE or FRUEHAUF or INTER PIPE or OMCO or WEST-MARK. Provided all of the following minimum specifications are met.

1.0 TANK:

- 1.1 (*) Capacity: 8,000 gallons, minimum.
Offering a 8,000 US gallons (minimum).
- 1.2 Design and Construction:
 - 1.2.1 To be electrically welded throughout.
 - 1.2.2 Oval, elliptical, or round, in shape.
 - 1.2.3 Tank bottom to be sloped to the rear.
 - 1.2.4 Dished and flanged heads and baffles.
- 1.3 (*) Material: High strength corrosion resistant #5454 aluminum, throughout. Offering Aluminum #5454-H32
- 1.4 Baffles:
 - 1.4.1 (*) To include minimum of one (1) transverse baffle for every 2,000 gallons, approximately.
Offering (4) four transverse baffles, dished and flanged.
 - 1.4.2 To include minimum 20 inch diameter chimed manway openings and top and bottom equalizer openings, in each baffle.
- 1.5 Thickness:
 - 1.5.1 (*) Heads: Minimum $\frac{1}{4}$ (0.25) inch.
Offering .250" thick heads, dished and flanged.
 - 1.5.2 Shell:
 - 1.5.2.1 (*) If round and outside ring reinforced, to be minimum, $\frac{1}{4}$ (0.25) inch. Offering .250" thick shell – round barrel.
 - 1.5.2.2 (*) If oval or elliptical in shape, to be minimum $\frac{1}{4}$ (0.25) inch thick on upper $\frac{1}{2}$ (one-half) and minimum $\frac{3}{8}$ (0.275) inch thick on lower $\frac{1}{2}$ (one-half). Offering a round barrel.
 - 1.5.3 (*) Baffles: Minimum $\frac{1}{4}$ (0.25) inch.
Offering (4) four transverse baffles, .250" thick.
- 1.6 Manhole/Fill cap:
 - 1.6.1 (*) Minimum 20 inch diameter.
Offering a Bett's 20" full opening manhole.
 - 1.6.2 Access to manhole:
 - 1.6.2.1 To include a heavy-duty front center of the bulkhead mounted ladder that extend. Steps on ladder to be non-slip type surface, with four (4) inches tread depth minimum.

- 1.7 Sight Gauge:
 - 1.7.1 To include a mechanical calibrated measuring device, located on the rear of tank.
 - 1.7.2 To be calibrated in 500 gallon increments.
- 1.8 Inlet and Outlet Water Piping:
 - 1.8.1 Fittings to be welded to reinforced doubler plates.
 - 1.8.2 To include two (2) each eight (8) inch truck flange fittings.
 - 1.8.2.1 One (1) each vertical to be welded at mid-point on bottom of tank and include a bolted cap.
 - 1.8.2.2 One (1) each horizontal with frame to be welded at the lowest point on face of rear head.
 - 1.8.2.2.1 To also include a threaded eight (8) inch female bolted flange.
- 1.9 Suction Hose, Hose Troughs, and Strainer:
 - 1.9.1 Hose Troughs:
 - 1.9.1.1 Two (2) each, curbside fitted to tank, minimum 26 foot in length (each).
 - 1.9.1.2 To store and include two (2) each, 25 foot in length, six (6) inch I.D. heavy-duty *KANA FLEX* 180-AR, both fitted with a *KAMLOCK* male coupling on one end and a *KAMLOCK* female coupling on the other end.
 - 1.9.2 Suction Strainer:
 - 1.9.2.1 One (1) of the suction hoses is to include a suction strainer that has maximum openings of 1/4 (0.25) inch openings and includes a male *KAMLOCK* coupling.
 - 1.9.2.2 The HD suction strainer is to have adequate quantity of openings so as not to restrict flow required.

2.0 CHASSIS:

- 2.1 Frame to be aluminum or steel, full length.
- 2.2 (*) Fifth (5th) wheel design with a 5th wheel height of 50 inches.
Offering an adjustable 5th wheel design with a height of 50"
 - 2.2.1 Two (2) inch diameter king pin with minimum 3/8 (0.375) inch thick fifth wheel plate. To be bolt on (welded-on is not acceptable).
 - 2.2.2 (*) To provide minimum 84 inch swing clearance under gooseneck.
Offering a minimum swing clearance of 84"
- 2.3 (*) Length: Maximum 43' 6", overall.
Offering a trailer with 43' 3" with a maximum of 43' 6".

2.4 Axles:

2.4.1 To have two (2) axles with dual wheels.

2.4.2 (*) Capacity: Minimum 25,000 pounds each.

Offering Rockwell axles rated at a minimum of 25,000# each.

2.4.3 Design: Tubular.

2.4.4 (*) To provide for overall width (outside of tire to outside of tire) between 100 and 102 inches.

Offering a trailer with a minimum width of 100" and 102" maximum.

2.4.5 Oil seals to be *STEMCO* or equivalent, to include sight glass.

2.4.6 To include a hub mileage meter on the rear left (street side) axle.

2.5 Suspension:

2.5.1 Leaf spring suspension (3-leaf quantity).

2.5.2 (*) Capacity: Minimum 50,000 pounds.

Offering a Hutch Suspension rated at a minimum of 50,000#.

2.6 Brakes:

2.6.1 Full air system.

2.6.2 Glad hands.

2.6.3 S-cam.

2.6.4 16.5 x 7 inch.

2.6.5 To include safety break-a-way valve, automatically applying, in the event of line breakage or low air pressure.

2.6.6 To include arctic type hoses and diaphragms (plastic tubing is not acceptable).

2.6.6.1 All airlines that can be mounted rigid will be run through steel or aluminum conduit large enough that the hose and fitting can be pulled through when maintenance is required.

2.6.6.2 A supplemental steel air supply line is to be run from the bulkhead, that the glad hands are mounted, to the rear of the trailer frame. Both ends of this hose are to be mounted to a 3/8 (0.375) inch NPT bulkhead fitting that is securely mounted in an accessible area and capped off.

2.6.7 All axles to be equipped with maxi cans.

2.6.8 Brake dust shields, heavy-duty metal.

2.7 Wheels and Tires:

- 2.7.1 Wheels:
 - 2.7.1.1 *ACCURIDE*, hub piloted type, ten (10) hole steel disc.
 - 2.7.1.2 To be equipped with *ACCURIDE* Wheel-Guard inserts.
To be located between the wheels and between the wheels and the brake drums.
- 2.7.2 (*) Tires: To include nine (9) each, including mounted spare, *BRIDGESTONE* M850 or *MICHELIN* XZY or equivalent, non-siped, 11.00R22.5-16PR or 12.00R22.5-16PR (load rated), tubeless steel belted radials, load rated.
Offering (9) nine Michelin XZY, 11R22.5 tires.
- 2.7.3 One (1) spare tire mounted on wheel.
- 2.8 Spare Tire Rack: Under tank mounted.
- 2.9 Landing Gear: Hand crank, two (2) speed, with sand shoes.
- 2.10 Fenders:
 - 2.10.1 Heavy-gauge, contoured aluminum, braced fenders over tires. For both truck tractor wheels and for trailer wheels.
 - 2.10.2 Tractor fenders to provide for overall width of 102 inches.
- 2.11 Mud flaps:
 - 2.11.1 For front and rear of trailer axles and for rear of front fenders.
 - 2.11.2 Heavy-duty rubber, anti-sail.
- 2.12 Rear Bumper:
 - 2.12.1 To include a heavy-duty step bumper that is approximately 18 to 24 inches above level ground, full width.
 - 2.12.2 Bumper system will help protect spray nozzles and piping from damage.

3.0 ELECTRICAL SYSTEM:

- 3.1 Lighting:
 - 3.1.1 12 volt, ICC and DOT approved..
 - 3.1.2 Side marker, stop, turn, and tail to be LED, all rubber mounted, *GROTE* or *TRUCK-LITE*.
 - 3.1.3 Strobe Light:
 - 3.1.3.1 To include one (1) each *WHELEN* Model S360 amber strobe light.
 - 3.1.3.2 Location of strobe to be on top rear, center of bulkhead, visible from all directions, with branch guard.
 - 3.1.3.3 To be wired into same circuit as running/clearance lights.

- 3.1.4 Wiring harness to be run in steel or aluminum conduit and be sealed.
- 3.1.5 Wiring system to include seven (7) wires (same wires from tractor electrical connection). Junction boxes to be corrosion resistant.
- 3.1.6 Front tractor electrical connection to be a seven (7) pole *POLLACK* #11-724 split pin poly/glass socket with a *POLLACK* #11-761 socket boot.
 - 3.1.6.1 *PHILLIPS* equivalent to *POLLACK* is acceptable.
- 3.1.7 In addition to the standard seven (7) pole electrical wiring system, there is also to include a second electrical connection:
 - 3.1.7.1 To be a seven (7) pole *POLLACK* #11-724 split pin poly/glass socket with a *POLLACK* #11-761 socket boot.
 - 3.1.7.1.1 *PHILLIPS* equivalent to *POLLACK* is acceptable.
 - 3.1.7.2 Wiring harness to be run in steel or aluminum conduit from front to back of tank and be sealed.
 - 3.1.7.3 Wiring system to include seven (7) wires (same wires from tractor electrical connection).
 - 3.1.7.4 Wiring to run a minimum of five (5) feet past end of tank, secured, for use by the State.

4.0 MISCELLANEOUS:

- 4.1 Weight Scale Ticket (as per Section III - Price Schedule and Section II – Special Terms and Conditions, paragraph 9): To be provided with MSO and invoice.
- 4.2 To include an auxiliary air line plumbed to the rear of the tank. To be rigid, schedule 40, 3/8 (0.375) inch I.D. steel pipe running from the front brake air and trailer light bulkhead to the rear of the tank. To include 3/8 (0.75) female NPT with temporary plugs. (This will be used by the State for supply air to a State added dump actuator.)
- 4.3 Paint and Finish:
 - 4.3.1 All aluminum parts are to be natural finish.
 - 4.3.2 All steel parts are to be painted black, with appropriate primer.
 - 4.3.3 Marking:
 - 4.3.3.1 To include “WATER” stenciled in 12 inch letters centered (centered if possible) on both sides of the tanker.
 - 4.3.3.2 To include “WATER” stenciled in six (6) inch letters centered (centered if possible) on both ends of the tanker.
 - 4.3.3.3 Marking to be white in color. Vinyl lettering is acceptable.
- 4.4 Warranty: One (1) year (12 months), 100 percent parts and labor at

assigned location, as per Section III - Special Terms and Conditions.

- 4.5 Publications: As per Section III - Special Terms and Conditions. Quantities as per Section III - Price Schedule.
- 4.6 Inspection: For compliance to specifications will be conducted at FOB point.

END OF SPECIFICATION #633-8K